FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Amendment") made and entered into this 30th of March, 2017, by and between Grames Trust hereinafter referred to as "Landlord." and Broken Dirt, LLC dba Catalyst Cannabis Company, hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated the 9th day of February, 2017, calling for the lease of certain real property referred to as approximately 1850 square feet of retail space located at 9900 Old Seward Highway, Unit 4, Anchorage, Alaska, effective on February 9, 2017 and expiring on March 31, 2022.

WHEREAS the State of Alaska Alcohol and marijuana control office requires lease agreements involving commercial marijuana tenants to specify that property owners may not take into possession or remove any marijuana from the Leased Premises.

WHEREAS, the Landlord and Tenant desire to modify the terms and conditions of the commercial lease agreement so as to comply with all AMCO regulations and requirements, the February 9, 2017 lease is amended as set forth below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 13.2(a) of the Lease is revised to read in full: Immediately re-enter and remove all persons and personal property from the Leased Premises. At Landlord's option, Landlord may arrange for storage of the property at Tenant's expense and without liability to Landlord. Personal property will be held by the Landlord until monies owed are paid. Under no circumstances shall Landlord take into its possession or remove any marijuana or marijuana product from the Leased Premises. If Landlord seeks to re-enter and remove marijuana, marijuana product, or other property from the premises, Landlord shall first contact the State of Alaska Alcohol and Marijuana Control Office for instructions regarding removal of such property. During the first 24 months of tenancy all interior trade fixtures are considered to be part of the property and to be left behind in the event of a tenant default.

This Amendment is effective as of the 30th day of March, 2017.

End of Amendment.

LANDLORD:

Grames Trust

By: Konstandinos Grames

TENANT:

Broken Dirt, LLC

By: Will Schneider, Manager

COMMERCIAL LEASE AGREEMENT

1. **PARTIES.**

This lease is made the 9th day of February 2017 by and between Grames Trust (Landlord), and Broken Dirt LLC, dba Catalyst Cannabis Co. (Tenant). Landlord, at its option, may from time to time, designate an Agent ("Agent") to act on its behalf to receive rents and perform any and all obligations of Landlord under this lease. Tenant shall be notified in writing in the event an Agent is so designated and of any subsequent changes, Landlord and Tenant agree as follows:

2. **LEASED PREMISES.**

Landlord, for and in consideration of the rents, terms and conditions of this lease, does hereby lease to Tenant and Tenant hereby leases from Landlord the improved real estate located at 9900 Old Seward Highway, approximately 1,850+/- square feet of net Rentable Area, known as 9900 Old Seward Highway unit 4 on the 1st floor of the building situated on Lot 1C and 1D Mindoro Subdivision, according to the Plat filed in the Anchorage Recording District, Third Judicial District, State of Alaska hereinafter described as Leased Premises. The parties understand the address is 9900 Old Seward Highway #4, Anchorage, Alaska 99515. Tenant, upon paying the rents, and performing all of the terms and covenants on their part to be performed, shall peaceably and quietly enjoy the Leased Premises subject to the terms of this lease and to any to any party which this lease is subordinated.

3. **TERM.**

3.1 The term of this lease shall be from 02/09/2017 to midnight on 03/31/2022 unless sooner terminated or extended pursuant to any provision hereof.

3.2 HOLDING OVER. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the term WITHOUT the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental rate of 200% of the last monthly rental, plus all other charges payable hereunder, and upon all the other terms of this lease.

3.3 LEASE OPTION. Tenant will have two five year options to renew the lease providing the Tenant notifies the Landlord of their intent to renew 60 days before the end of the lease term. Rental rates for the 5-year renewal will increase over the prior year's rent by the higher of the year to year consumer price index for housing in Anchorage, Alaska or 2.5% per year.

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4. **RENT**.

Tenant shall pay to Landlord rent for the Leased Premises as scheduled below, in advance, on the 1st day of each month.

02/08/2017 to 3/31/2017 rent equals 0 (zero)
04/1/2017 to 03/31/2018 rent equals $1.75 Sq. Ft or $3,237.50 per month.
04/1/2018 to 03/31/2019 rent equals $1.79 Sq. Ft or $3,311.50 per month.
04/1/2019 to 03/31/2020 rent equals $1.83 Sq. Ft or $3,385.50 per month.
04/1/2020 to 03/31/2021 rent equals $1.88 Sq. Ft or $3,478.00 per month.
04/1/2021 to 03/31/2022 rent equals $1.93 Sq. Ft or $3,570.50 per month.

All rentals, unless and until otherwise directed in writing by Landlord, shall be paid to Landlords agent, at:

PacRim Properties, LLC
405 W 27th Ave.
Anchorage, Alaska 99503

or at such other place and/or other Agent as Landlord may designate from time to time in writing.

5. SECURITY DEPOSIT SURRENDER.

5.1 Tenant shall/has deposited with Landlord $10,000.00 as security for Tenant's faithful performance under the terms of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion thereof, to cure the default and/or as reimbursement for any and all damage sustained by Landlord as a result of Tenant's default. In the event of default at Landlord's request, Tenant shall immediately pay to Landlord the sum necessary to replenish the security deposit to the original amount.

5.2 The Tenant, upon the expiration or termination of this lease, and subject to Articles 9 and 13, shall peaceably and quietly deliver up to the Landlord, its successors or assigns, the Leased Premises described in this lease in a clean and as good condition as when possession was tendered, normal wear and tear excepted. Tenant shall return all keys to Landlord on termination.

5.3 If Tenant is not in default at the expiration or termination of this lease and is in compliance with Article 5.2 above, after inspection and analysis of condition of Leased Premises and any subject repairs Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. In any event the security deposit shall be returned within 30 days, except where it is lawfully applied under this lease agreement.

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5.4 The proposed use of the Leased Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite best efforts, is unable to obtain a state license and local use permit approvals by July 1, 2017, Tenant shall, at tenant's election, be released from the terms of the lease but shall forfeit its Security Deposit and any rent already paid to Landlord as of the date Tenant determines it is unable to obtain state and local licenses and land use permit. Tenant shall then be released from the remainder of the lease term.

Upon successful completion of the permitting process and the tenant is open for business all but $3,237.50 of the initial deposit will be applied to the tenants rent.

In the event there are changes in the law, that make the business of the tenant illegal under state law and not feasible to engage in, Tenant shall have the option to terminate the lease with a 90-day notice to Landlord, and payment of a charge equal to 3-month's rent. Termination will be effective as of the last day of the calendar month following the 90 day notice period. This termination clause does not waive the tenant's options to assign the lease under Section 12 of this lease.

6. **USE.**

6.1 The Leased Premises (including common areas and parking lots) shall be used and occupied only for a Retail Marijuana Establishment. No marijuana will be consumed, smoked, or injected by the public/employees/owners. Providing it is approved by the governing authorities tenant shall be allowed to use topical lotions salves in a spa type treatment center as long as such treatments do not impair individuals in any way. If onsite marijuana consumption is allowed in the Anchorage Municipality, Tenant will provide a consumption plan to landlord for review. Landlord reserves the right to approve or disapprove onsite consumption. If approved by Landlord the Tenant will be allowed to operate an establishment that permits the onsite consumption of marijuana in accordance with state and municipal law, including making and paying for all necessary improvements to the Leased Premises to accommodate for this use.

6.2 Landlord has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of Tenants business. Tenant shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other Tenants or neighbors, if any. Tenant shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, federal or other governmental law, ordinance, rule or regulation.

6.3 HAZARDOUS AND TOXIC SUBSTANCES. Tenant agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the

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Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations.

6.4 HAZARDOUS AND TOXIC SUBSTANCES CONTINUED. Tenant agrees to fully indemnify and hold-harmless Landlord against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnity shall survive the payment of all rents and the termination of this Lease.

6.5 PARKING, COMMON AREAS AND FACILITIES. All common areas and common facilities in or about the leased Premises and the building shall be subject to the exclusive control and management of the Landlord. Landlord shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes provided it will not adversely materially affect Tenants ability to due business; the Landlord shall permit the Tenant and its invitees, without additional charge, to have parking privileges on parity with those of other Tenants in parking spaces adjacent to the building. Tenant agrees to abide by any parking space assignments designated by Landlord, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under revocable license, which shall not be unreasonably revoked, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction

7. MAINTENANCE. REPAIRS AND ALTERATIONS.

7.1 TENANT'S OBLIGATIONS. Tenant shall be responsible for all ceiling, lighting and plumbing of interior portions of the leased premises. Tenant shall insure that their operation is properly ventilated and does not adversely affect other occupants. Tenant has inspected the Leased Premises and accepts them in their present condition. Tenant, at Tenant's expense, shall comply promptly with all applicable laws, ordinances and regulations governing the use of the Leased Premises.

Subject to Article 9, Landlord shall, at its sole expense, maintain and keep in good order and repair in a timely manner all interior portions of the Leased Premises, including but not limited to electrical, mechanical, heating, ventilating, air conditioning and exterior doors (except repairs and maintenance do to Tenant or its invitees negligence). Landlord shall, at its sole expense, maintain and keep in good order and repair all exterior portions of the Leased Premises including but not limited to roof, foundations, structural

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components, plumbing, sewer line, electrical, HVAC maintenance and repair. Any expenses related to light ballast repair or replacement will be considered a Landlord expense for a one year period, expiring 12:00pm March 1, 2018.

7.2 EXTERIOR FACILITIES. Landlord shall maintain all landscaped areas, sidewalks, parking lots, driveways, fences, railroad sidings, utility lines and meters, storm drains and other facilities on or appurtenant to the Leased Premises, including (where appropriate) removal of snow and ice.

7.3 LANDLORD'S RIGHTS. If Tenant fails to perform Tenant's obligations under Paragraphs 7.1, Landlord, at its option, and after ten (10) days notice to Tenant, may enter upon the Leased Premises and put the Leased Premises in good order, condition and repair and in compliance with Section 15.9 of this lease. Tenant shall pay the cost of Landlord's repair at the time of Tenant's next rental payment upon receipt of an invoice from Landlord. In the event of emergencies, where in Landlord's judgment there exists a present or imminent danger of loss or damage to the Leased Premises such as, but not limited to fire, flood, acts of God, or loss of heat. Landlord may immediately enter upon the Leased Premises to stop or prevent waste, damage or loss to the Leased Premises.

7.4 ALTERATIONS AND ADDITIONS. Without the prior written consent of Landlord for specific alterations, Tenant shall not make any alterations, improvements, additions, utility installations (including power panels) in, on or about the Leased Premises. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense with the exception of the $10,000 provided by the Landlord for Tenant improvements outlined in section 16.1. All work performed is to be completed in a good workmanlike manner and in conformance with all applicable governmental regulations. Tenant shall secure all governmental permits, approvals, inspections, and final acceptance required in connection with such work, and shall hold Landlord harmless from all liability and liens resulting there from. Landlord's consent is not required, however, for non-structural alterations costing less than $1,000.00 provided such alterations are in compliance with the above stated stipulations.

On termination Landlord may require Tenant to remove all or part of any alterations and restore the Leased Premises to its original condition reasonable wear and tear permitted. Unless Landlord requires their removal, all alterations, improvements, additions or fixtures other than Tenant's trade fixtures, shall become the property of Landlord and be surrendered with the Leased Premises.

8. INSURANCE; INDEMNITY.

8.1 LIABILITY INSURANCE. Tenant, at Tenant's sole expense, shall maintain bodily injury liability and property damage liability insurance in connection with the use and condition of the Leased Premises in amounts of at least $500,000 for injury to or

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death of one person, $1,000,000 for injury or death in any one accident or occurrence, and $500,000 for property damage.

8.2 FIRE AND EXTENDED COVERAGE. Landlord, shall obtain and maintain fire aid extended coverage insurance on Landlord's property for the full insurable replacement value of the Leased Premises, coverage for ordinance coverage, general liability (1 million per occurrence, and 2 million aggregate) together with insurance against vandalism and malicious mischief. Tenant shall maintain at its own cost and expense, fire and extended coverage in an amount adequate to cover the cost of replacement of all decorations, improvements, fixtures and contents in the Leased Premises in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

Because of the Tenant intended use of the Leased Premises insurance coverage became a very limited market, and coverage with State Farm will terminate no later than May 17, 2017. New coverage will start no later than May 18, 2017. Tenant shall be responsible for any increases in insurance premiums that may be increased due to Tenant's activities on the Premises, subject to the limitations stated in this section and provided that in the event of an increase referred to in the preceding sentence, Landlord and Tenant shall cooperate in good faith to find alternative insurance policies or programs that may provide suitable coverage.

The previous insurance premium after making certain additions because of inadequate coverage limits is estimated to be approximately $4,800.00 per year. New coverage will be approximately $9,203.00. Any difference (currently estimated at $4,403.00) will be reimbursed to Landlord by Tenant immediately upon Landlord paying the annual premium. This arrangement will continue through the term of the Lease, and any extensions. Any year over year increase in premium will be split 50/50 between Landlord, and Tenant.

8.3 INSURANCE POLICIES. Insurance purchased by Tenant shall be issued in the name of Tenant with Landlord named as an additional insured and shall be with companies that are Alaska admitted carriers, rated A- or better in Best's Insurance Guide, and shall be licensed to do business in Anchorage, Alaska. Such insurance may not be canceled or amended with respect to Landlord without ten (10) days written notice by certified or registered mail to Landlord by the insurance company. In the event of payment of any loss covered by such policy, payment shall be made to Tenant and Landlord as their interests may appear. This policy shall contain an express waiver of any right of subornation by the insurance company against the Landlord. Tenant shall deliver a copy of the original policy of all such insurance to Landlord within ten (10) days of issuance of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability as may be identified in this Lease. If Tenant fails to provide the above-described insurance or fails to provide

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evidence thereof, Landlord may order such insurance and charge the cost thereof to Tenant.

8.4 INDEMNITY.

(a) Except for claims for injuries attributable to Tenant's sole negligence, Landlord shall indemnify Tenant and save it harmless from suits, actions, damage, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or at, or from the Leased Premises, or the occupancy wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas and facilities in or about the building.

(b) Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage except to the extent Landlord has been solely negligent.

(c) Landlord shall not be responsible for/or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business except to the extent attributable to Landlord's sole negligence.

(d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining Leased Premises.

(e) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part of or defects therein, or in any fixtures or equipment.

(f) DISCHARGE OF LIENS BY TENANT. If at any time during the tenancy, any liens asserting liens under any claim of right of statute, or any chattel mortgages, conditional bills of sale, or other consensual liens shall be filed against the Leased Premises or any part of the Leased Premises, the Tenant shall, at its own costs and expense, immediately obtain the discharge of those liens by payment, bond or otherwise, as provided by law. Nothing herein contained shall in any way prejudice the rights of the Tenant to contest to final judgment or decree any lien. The Tenant shall also defend for the Landlord, at the Tenant's sole cost and expense, any actions, suit or proceeding which may be brought on or for the enforcement of any such lien, chattel mortgage or conditional bill of sale, and shall pay any damages, satisfy and discharge any judgment enter in such an action, suit or proceeding and otherwise save and hold harmless the Landlord from any liability, claim or damage resulting there from.

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If the Tenant defaults in its obligations as set forth above in regard to obtaining the discharge of any such lien, chattel mortgage or conditional bill of sale, the Landlord without further notice, may procure and discharge that lien by bond, payment or otherwise and all costs and expenses which the Landlord may incur in obtaining the discharge of that lien or judgment shall be paid by the Tenant to the Landlord as additional rent in accordance with the provisions of this lease.

9. **DAMAGE OR DESTRUCTION- REPAIRS AND RESTORATION.**

9.1 DESTRUCTION. If the Leased Premises are totally destroyed or suffer damage amounting to 75% or more of the value of the improvements on the Leased Premises, this lease shall terminate automatically as of the date of such occurrence, Tenant, however, shall remain liable for all sums owed at the date of such occurrence.

9.2 DAMAGE. If the Leased Premises suffer damage from casualties or acts of God amounting to less than 75% of the value of the improvements, the lease will continue in full effect unless Tenant requests in writing, within thirty (30) days following the destruction, that Landlord make an election as described in this section, Landlord shall elect, within 15 days of Tenant's request, to have:

(a) Landlord restore the Leased Premises to substantially their condition immediately preceding such damage, or

(b) This lease terminates as of the date of damage.

If Landlord elects to restore the Leased Premises, the Landlord shall reduce the rent according to the degree of damage from the date of damage until the restoration is, in Landlord's reasonable opinion, substantially completed.

10. **TAXES.**

10.1 PAYMENT BY LANDLORD. Landlord will pay to the appropriate governmental body all real property taxes and assessments for the base year.

10.2 PERSONAL PROPERTY TAXES. Tenant shall pay prior to delinquency all taxes assessed against or levied on trade fixtures, furnishings, equipment and all other personal property in or on the premises owned by Tenant. Tenant shall request of the appropriate authorities that trade fixtures, furnishings, equipment and all other personal property be assessed and billed separately from the real property.

10.3 TAX ON RENT. In the event that any taxing authority imposes a tax or surcharge or the like on rent, Tenant shall pay said tax (not including Federal Income Tax).

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11. UTILITIES:

Landlord shall pay all charges and deposits for water, sewer, refuse, common area janitorial, gas, electric and snow removal. Tenant shall pay all charges and deposits for, telephone, janitorial and any other utilities or services supplied to the Leased Premises. To offset the charges related to the gas, and electric at the Leased Premises Tenant shall pay Landlord $.14 per square foot or ($259.00) per month. Rates may be adjusted annually proportionate to the rate increases charged by the utility companies, if any.

12. ASSIGNMENT AND SUBLETTING.

12.1 LANDLORD'S CONSENT REQUIRED. Tenant shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber any part of Tenant's interest in this lease or in the Leased Premises without Landlord's prior written consent, such consent, not to be unreasonably withheld. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void. In the event Tenant is a corporation, a transfer of 50% or more of the stock shall be considered an assignment for purposes of this paragraph, except Tenant’s conversion to an S Corporation.

12.2 NO RELEASE OF TENANT. Even if Landlord consents to an assignment or sublease, Tenant shall remain primarily responsible to pay the rent and to perform all of Tenant's other obligations under this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

13. DEFAULTS, REMEDIES.

13.1 DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Tenant:

(a)Abandonment of the Leased Premises.

(b)Failure by Tenant to make any payment required within ten (10) days from as and when due.

(c)Failure by Tenant to observe or perform any of the covenants, conditions or provisions of this lease, other than making of any payment, where such failure shall continue for a period of thirty (30) days after written notice from Landlord.

(d) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; (ii) The filing by or against Tenant of a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days; (iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this lease.

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13.2 REMEDIES. In the event of any such material default or breach, Landlord, at any time, with or without notice or demand, without waiving or limiting any other right or remedy, may choose, at its sole discretion, any one or more of the following remedies;

(a) Immediately re-enter and remove all persons and personal property from the Leased Premises. At Landlord's option, Landlord may arrange for storage of the property at Tenant's expense and without liability to Landlord. Personal property will be held by the Landlord until monies owed are paid. During the first 24 months of tenancy all interior trade fixtures are considered to be part of the property and to be left behind in the event of a tenant default.

(b) Rent the Leased Premises or any part thereof for the account of Tenant upon such terms and conditions and for such period, as Landlord may consider advisable, either with or without any equipment or fixtures that may be situated in or on the Leased Premises. Landlord shall apply the rents received from re-renting first to the expenses of re-renting, including any necessary renovation and alteration, reasonable attorney's fees and any real estate commission actually paid. Landlord shall apply any remaining rent toward payment of all sums due or become due to Landlord hereunder, Landlord shall retain any remaining portion of the rent.

If Landlord fails to realize an amount sufficient to pay the rent due under this lease, Tenant shall make monthly payments to Landlord for any deficiency.

Landlord's re-entry shall not terminate this lease unless Landlord gives written notice of an intention to terminate the Tenant.

(c) Collect by legal proceedings or otherwise each installment of rent or other sums as they become due.

(d) Enforce by legal proceedings or otherwise any covenant or condition or term of this lease.

(e) Terminate this lease. In the event of termination, Tenant shall surrender possession of said Leased Premises immediately and shall pay Landlord all damages Landlord may incur by reason of Tenant's default, including the cost of recovering possession of the Leased Premises and the excess, if any, of the amount of rent and charges due under this lease for the remainder of the term over the then reasonable rental value of the Leased Premises for the remainder of the term.

(f) REMEDIES CUMULATIVE. Each remedy provided in this lease is distinct and cumulative to all other rifts or remedies under this lease or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

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13.3 DEFAULTS BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform its obligations within thirty (30) days after written notice by Tenant specifying wherein Landlord has failed to perform. If the nature of Landlord's obligation, however, is such that more than thirty (30) days are required for performance, Landlord shall not be in default if Landlord commences performance within thirty (30) days of Tenant`s written notice and thereafter completes Landlord's performance within a reasonable time.

14. CONDEMNATION.

If all or part of the leased Premises are taken under power of eminent domain, or sold under the threat of the exercise of said power, this lease shall terminate as to the part so taken as of the date that either the condemning authority takes possession or the property is sold. If any of the floor area of the improvements on the Leased Premises is taken by condemnation, or sold, Tenant may by a written notice within ten (10) days after notice of such taking (or absent such notice, within ten (10) days after either the condemning authority takes possession or the sale), terminate this lease. If Tenant does not so terminate, this lease shall remain in effect as to the portion of the Leased Premises remaining except that the rent shall be reduced either in the proportion that the floor area taken bears to the original total floor area or in a reasonable amount to be determined by Landlord.

Landlord shall be entitled to any award for the taking of all or part of the Leased Premises under the power of eminent domain including any award for diminution of value of the leasehold, severance damages of the like) and/or any proceeds from a sale made under threat of the exercise of such power. Tenant shall be entitled only to any award for loss of or damage to Tenant's trade fixtures and removable personal property and moving expenses or any portion of the condemnation award attributable to relocation cost or interruption/loss of its leasehold rights and/or business.

15. GENERAL PROVISIONS.

15.1 ESTOPPEL CERTIFICATE AND FINANCIAL STATEMENTS. Within ten (10) days after a written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord financial statements showing the utility and other direct costs attributed solely to the leased Premises and a statement in writing (i) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) either acknowledging that Tenant is not aware of any defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

Tenant's failure to provide these statements shall be conclusive evidence (i) that this lease is in full force and effect, without modification except as may be represented by

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Landlord, (ii) that no defaults in Landlord's performance exist, and (iii) that Tenant has not paid more than one month's rent in advance.

15.2 LANDLORD'S LIABILITY Landlord may assign this lease at any time without notification to or permission of Tenant. Such assignment shall terminate Landlord's obligations under this lease provided that the assignment requires the assignee to be responsible for all provisions of the lease applicable to the Landlord.

15.3 INTEREST ON PAST-DUE OBLIGATIONS. Except as expressly provided, any amount not paid by Tenant when due shall interest at eighteen percent (18%) per year from the date due; however, if 18% exceeds the applicable legal maximum, the legal maximum shall apply.

15.4 TIME OF ESSENCE. Time is of the essence in the performance of this lease.

15.5 PRIOR AGREEMENTS, AMENDMENTS. This lease contains all agreements of the parties with respect to any matter mentioned, and may be modified only by a writing sided by the parties in interest at the time of the modification.

15.6 RECORDING. Tenant shall not record this lease without Landlord's prior written consent. At the request of Landlord, the parties shall execute, acknowledge and deliver a Memorandum of Lease, which Landlord at its option may record.

15.7 BINDING EFFECT. Subject to any provisions restricting assignment or subletting, this lease shall bind the parties, their personal representatives, successors and assigns.

15.8 SUBORDINATION. This lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or other security arrangement now or later placed upon the real property of which the leased Premises are and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased Premises shall not be disturbed if Tenant is not in default. Tenant agrees to execute factual documents required to effectuate such subordination.

15.9 LANDLORD'S ACCESS. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Leased Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Leased Premises. As provided by law, in the case of an emergency, Landlord may enter the Leased Premises without Tenant's consent. During

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the last 6-months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Leased Premises to prospective tenants. Landlord acknowledges that, because the Leased Premises is being utilized by Tenant in connection with a Marijuana Retail Establishment business, applicable laws require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry.

15.10 LATE CHARGE. Tenant acknowledges that late payment by Tenant to Landlord of rent due hereunder will cause Landlord to incur costs not contemplated by this lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises; therefore, in the event Tenant should fail to pay any installment of rent hereunder within ten (10) days after such amount is due, Tenant shall pay to Landlord as additional rent a late charge equal to thirty five dollars ($35.00) per day after the 3rd of the month. The Tenant will pay a $50.00 charge to the Landlord for each returned check. Landlord reserves the right to require payment of rent in the form of cash, money order or cashiers check.

15.11 SIGNS. Tenant shall not place any sign upon the Leased Premises without the Landlord's prior written consent. Such consent will not be unreasonably withheld. If approved by the Municipality of Anchorage, the State of Alaska, and the Landlord, Tenant will be allowed to put a lighted box sign attached to the northside of lease space with their full company name on both sides. This sign would measure approximately 4' x 8'. Also, pending appropriate approvals Tenant would be allowed to put a lighted box sign of our logo on the existing sign approximately 4' x 4' and finally a sign approximately 2' x 4' directly above the entrance. These would likely be a lighted box signs. All signs would require consent of the Landlord and compliance with all municipal and state regulations. All cost associated with signage would be paid by Tenant.

15.12 ADDRESSES, NOTICES. The initial addresses of the parties are:

LANDLORD	TENANT
Grames Trust	Broken Dirt, dba Catalyst Cannabis Co.
c/o PacRim Properties	6967 Laser Drive
405 W 27th Ave.	Anchorage, Alaska 99504
Anchorage, AK. 99503	

Each party will notify the other promptly of any change in address. Any notice required or permitted shall be in writing and may be served personally or by certified mail addressed to the most recent address of the party being served.

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15.13 CONSULTATION WITH ATTORNEY. All of the parties to this lease acknowledge that they have had the right to review this lease and all other documents, if any, relating to this lease with their own attorney. Each party electing to have this lease reviewed by an attorney shall bear the costs and expenses so incurred.

15.14 COSTS AND ATTORNEY'S FEES; VENUE. If, by reason of any default or breach of any term or condition of this agreement, a civil action is filed, losing party agrees to pay the actual reasonable costs and attorney's fees incurred by the prevailing party, venue in any such action shall be in the Superior Court for the State of Alaska, Third Judicial District.

15.15 AUTHORITY OF SIGNERS. The person signing this agreement on behalf of Landlord and Tenant agree and warrant that they have full authority to execute this agreement on behalf of the respective parties.

15.16 WAIVER. One or more waiver of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval of any act by the other party of a nature requiring consent or approval shall not be deemed to waive consent to or approval of any subsequent or similar act.

15.17 SEVERABILITY. If any clause or term of this agreement shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the agreement shall be unaffected.

15.18 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any court case shall be filed with the Alaska State Court system.

16. OTHER PROVISIONS.

16.1 INITIAL TENANT IMPROVEMENTS. Landlord to reimburse Tenant up to $10,000 for tenant improvement to the premises providing the Tenant does not exercise their option to terminate the rental agreement and after the business is fully licensed/permitted and is legally open for business. Landlord will not be responsible for upgrades to the lease space or the building in general should tenant’s occupancy/tenant improvements require upgrades related to local, state, federal, or insurance rules/laws/codes/etc. These costs would be paid by the tenant, or passed through to the tenant.

16.2 SPRINKLER SYSTEM. Tenant shall absorb the cost of any work on the sprinkler system as a result of Tenant’s improvement to the space.

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16.3 LEASE AMENDMENTS. The parties agree to make reasonable amendments to the Lease to avoid failing to satisfy the requirements of state law regarding marijuana enforcement, as those laws and guidelines may be amended from time to time.

16.4 EARLY TERMINATION OF LEASE. Notwithstanding anything to the contrary set forth in this lease, the Landlord shall have the right to terminate the lease upon thirty (30) days prior written notice to Tenant, or any of its members, upon the occurrence of any of the following events:

(a) Landlord's receipt of notice from the federal government threatening civil forfeiture of any portion of Landlord's property as a result of Tenant's business;

(b) The filing of any civil forfeiture action by the federal, state or local government against Landlord as a result of Tenant's business operation;

(c) Any federal or state or local criminal prosecution of Tenant or any of its members or Landlord stemming from Tenant's business;

(d) The formal finding by a regulatory body of a public nuisance regarding or arising from or connected to Tenant's business or use of the leased premises;

(e) The revocation of Tenant's state or local license, permit or registration to operate a marijuana establishment;

(f) Any change in state or local law making Tenant's business illegal or prohibited;

(g) Landlord's inability to obtain liability or property insurance as a result of Tenant's business, despite efforts to find alternative insurance policies as described in Section 8.2.

Any termination of the lease pursuant to this paragraph shall be at Landlord's option and a failure to exercise that option for any of the referenced events shall not constitute Landlord's waiver of its right to exercise the early termination option in the future upon occurrence of any of the referenced events. After a termination hereunder Landlord and Tenant shall have no further obligations to each other under this Lease; provided, however, any such termination will have no effect on the parties' obligations to each other, and their rights, that existed and accrued prior to termination.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

EXECUTED as of the date first above written.

LANDLORD: _____

: _____

TENANTS: _____

: _____

_____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared FarRim Properties, LLC, to me known and known to me to be the individual (s) described in the foregoing instrument, and acknowledged that William Hardin Schneider signed and sealed the said instrument as ____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial seal on the day and year in this certificate first above written.

Notary Public in and for the State of Alaska _____

My commission expires: March 1st 2018

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STATE OF ~~ALASKA~~ WASHINGTON (AS))
) ss.

~~THIRD JUDICIAL DISTRICT~~)
County of WHATCOM (AS)

THIS IS TO CERTIFY that on this 9th day of FEBRUARY, 2017, before me, the undersigned, a Notary Public in and for the State of ~~Alaska~~ WASHINGTON (AS), personally appeared KONSTANDINOS R GRAMES, to me known and known to me to be the individual (s) described in the foregoing instrument, and HE acknowledged that HE signed and sealed the said instrument as HIS free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial seal on the day and year in this certificate first above written.

LUCILLE A. STACKHOUSE
COMMISSION EXPIRES
NOTARY
PUBLIC
9-09-18
STATE OF WASHINGTON

Notary Public in and for the State of ~~Alaska~~ WASHINGTON (AS) Lucille A Stackhouse

My commission expires: 09-09-18

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